

4204
1 BILL NO. S-78-09- 45

2 SPECIAL ORDINANCE NO. S- 182-78

3 AN ORDINANCE approving an Agreement with
4 North Eastern Investments, Inc., for con-
5 struction of a sanitary sewer.

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
7 INDIANA:

8 SECTION 1. That the Agreement dated September 6, 1978, between
9 the City of Fort Wayne, Indiana by and through its Mayor and the Board of
10 Public Works and North Eastern Investments, Inc., for:

11 DESCRIPTION OF SANITARY SEWER MAIN #1:

12 Commencing at an existing man-hole located on the St. Joe
13 Interceptor sanitary sewer approximately 45 feet north of
14 the northeast corner of lot 24 Windrift Section I; thence
15 south a distance of 50 feet to man-hole number 1 at Station
16 0 plus 50, said man-hole being located plus or minus 15
17 feet southwest of the northeast corner of lot number 24
18 within the plat of Windrift Section I; thence continuing
19 west a distance of 100 feet to man-hole number 2 at Station
20 1 plus 50, said man-hole being located plus or minus 5 feet
21 south of the northwest property corner of lot 24; thence
22 continuing south along the east right-of-way line of Grand
23 River Drive a distance of 340 feet to man-hole number 3 at
24 Station 4 plus 90, said man-hole being located plus or
25 minus 15 feet east of the southwest property corner of lot
26 21; thence continuing southwesterly a distance of 215 feet
27 to man-hole number 4 at Station 7 plus 05, said man-hole
28 being located at the southwest property corner of lot
29 number 20; thence continuing westerly along the south right-
30 of-way line of Windrift Lane a distance of 410 feet to man-
31 hole number 5 at Station 11 plus 15, said man-hole being
32 located plus or minus 50 feet west of the northeast property
corner of lot 63; thence continuing westerly a distance of
165 feet to man-hole number 6 at Station 12 plus 80, said
man-hole being located approximately 50 feet west of the
northeast property corner of lot 15; thence continuing wes-
terly a distance of 135 feet to manhole number 7 at Station
14 plus 15, said manhole being located plus or minus 10 feet
southeast of the northwest property corner of lot 49; thence
continuing westerly a distance of 240 feet to manhole number
8 at Station 16 plus 55, said manhole being located at the
northeast property corner of lot 1; thence continuing south
a distance of 125 feet to a cleanout at Station 17 plus 80,
said cleanout being located plus or minus 5 feet north of the
southeast property corner of lot 1. The aforementioned
cleanout terminates the description of Sanitary Sewer Main #1.

30 DESCRIPTION OF SANITARY SEWER MAIN #2:

31 Commencing at the above-referenced manhole number 4 located
32 at the southwest property corner of lot 20 Windrift Section I:
thence continuing southeasterly along the east right-of-way

line of Grand River Drive a distance of 150 feet to manhole number 9 at Station 1 plus 50, said manhole being located plus or minus 20 feet east of the northwest property corner of lot 18; thence continuing south a distance of 260 feet to manhole number 10 at Station 4 plus 10, said manhole being located plus or minus 25 feet east of the westerly front property corner of lot 15; thence continuing west along the south right-of-way line of Glen Eagle Lane a distance 345 feet to manhole number 11 at Station 7 plus 55, said manhole being located plus or minus 5 feet west of the northeast property corner of lot 10; thence continuing west a distance of 335 feet to manhole number 12 at Station 10 plus 90, said manhole being located plus or minus 5 feet west of the northeast property corner of lot 6. Said manhole 12 terminates the description of Sanitary Sewer Main #2.

DESCRIPTION OF SANITARY SEWER LATERAL #1:

Commencing at the above-referenced manhole number 5 located plus or minus 50 feet west of the northeast corner of Lot 63 Windrift Section 1; thence northerly along the east right-of-way line of North Star Place a distance of 400 feet to manhole number 5-A at Station 4 plus 00, said manhole being located at the southwest property corner of lot 36; thence continuing northerly a distance of 50 feet to a cleanout at Station 4 plus 50, said manhole being located plus or minus 5 feet west of the southeast property corner of lot 37. Said cleanout terminates the description of Sanitary Sewer Lateral #1.

DESCRIPTION OF SANITARY SEWER LATERAL #2:

Commencing at the above-referenced manhole number 7 located plus or minus 10 feet southeast of the northwest corner of lot 49; thence continuing southerly along the east right-of-way line of Glen Eagle Lane a distance of 140 feet to a cleanout at Station 1 plus 40, said cleanout being located plus or minus 20 feet southeast of the southwest property corner of lot 50 and terminating the description for Sanitary Sewer Lateral #2.

DESCRIPTION OF SANITARY SEWER LATERAL #3:

Commencing at the above-referenced manhole number 7 located plus or minus 10 feet southeast of the northwest property corner of lot 49; thence continuing northwesterly within an easement between lots 45 and 46 to a cleanout at Station 1 plus 70, being located at the northeast property corner of lot 46. Said cleanout terminates the description of Sanitary Sewer Lateral #3.

DESCRIPTION OF SANITARY SEWER LATERAL #4:

Commencing at an existing manhole located on the St. Joe interceptor sanitary sewer, said manhole being located plus or minus 20 feet southeast of the northwest property corner of lot 38 within Windrift Section 1; thence continuing southerly a distance of 195 feet to a cleanout at Station 1 plus 95, said cleanout being located plus or minus 5 feet east of the southwest property corner of lot 39. Said cleanout terminates the description of Sanitary Sewer Lateral #4.

1 of which the developer shall pay the entire cost and expense of the con-
2 struction of said sewer, all as more particularly set forth in said agree-
3 ment which is on file in the Office of the Board of Public Works and is
4 by reference incorporated herein, made a part hereof and is hereby in all
5 things ratified, confirmed and approved.

6 SECTION 2. That this Ordinance shall be effective upon passage
7 and approval by the Mayor.
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12 Councilman
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APPROVED AS TO FORM
AND LEGALITY, _____


CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by

Hinge, and duly adopted, read the second time by title and referred to the Committee on City Yottata (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 9-26-78

Charles W. Westernman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-10-78

Charles W. Westernman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-182-78 on the 10th day of October, 1978.

ATTEST: (SEAL)

Charles W. Westernman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of October, 1978 at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westernman
CITY CLERK

Approved and signed by me this 17th day of October, 1978, at the hour of 3:00 o'clock _____ M., E.S.T.

Robert E. Lamshong
MAYOR

Bill No. S-78-09-45

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving an Agreement with North Eastern Investments, Inc., for
construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance do PASS.

PAUL M. BURNS - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

FREDRICK R. HUNTER

James S. Stier
Vivian G. Schmidt
Winfield C. Moses, Jr.
Fredrick R. Hunter

10-10-78 CONCURRED IN
DATE CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To BOARD OF PUBLIC WORKS

Date AUGUST 14, 1978

From PHILIP R. BOLLER, P.E.

Subject WINDRIFT, SECTION I

COPIES TO:

D. Dammeier

Enclosed for your and Councilmatic approval is a Sewer Extension Agreement with a reimbursement clause.

As we understand it, the Developer's representative, Mr. Orrin Sessions, has made a verbal request to the Board of Works for a prior approval from Council. Considering the short time left for construction purposes, we concur with this request.

Inadvertently, the Sewer Construction Permit was submitted to the Board before the attached permit was prepared for submittal. Therefore, please use the same Board Order Number issued for the previously submitted Sewer Construction Permit.

As discussed between Ursula Miller and Duane Embury of this department, we will, in the future, note at the bottom of the Sewer Construction Permit whether the project is inside the city limits or not.

If there are any questions, please contact Duane Embury or the undersigned.

Yours truly,



Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/DE/ca

Encl.

BOARD OF PUBLIC WORKS

AUG 14 1978

BOARD OF PUBLIC WORKS

AUG 28 1978

66-150-23 HI
9/6/78

AGREEMENT
FOR
SEWER EXTENSION

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THIS AGREEMENT, made in triplicate this 6 day of September, 1978, by and between North Eastern Investments, Inc. hereinafter referred to as "Developer", and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the Developer desires to construct a sanitary sewer described as follows:

Description of Sanitary Sewers within the plat of Windrift Section I

Description of Sanitary Sewer Main #1

Commencing at an existing man-hole located on the St. Joe Interceptor sanitary sewer approximately 45 foot north of the north east corner of lot 24 Windrift Section I; thence south a distance of 50 feet to man-hole number 1 at Station 0 plus 50, said man-hole being located plus or minus 15 foot south west of the north east corner of lot number 24 within the plat of Windrift Section 1; thence continuing west a distance of 100 feet to man-hole number 2 at Station 1 plus 50, said man-hole being located plus or minus 5 foot south of the north west property corner of lot 24; thence continuing south along the east right-of-way line of Grand River Drive a distance of 340 feet to man-hole number 3 at Station 4 plus 90, said man-hole being located plus or minus 15 foot east of the south west property corner of lot 21; thence continuing south westerly a distance of 215 feet to man-hole number 4 at Station 7 plus 05, said man-hole being located at the south west property corner of lot number 20; thence continuing westerly along the south right-of-way line of Windrift Lane a distance of 410 feet to man-hole number 5 at Station 11 plus 15, said man-hole being located plus or minus 50 foot west of the north east property corner of lot 63; thence continuing westerly a distance of 165 feet to man-hole number 6 at Station 12 plus 80, said man-hole being located approximately 50 foot west of the north east property corner of lot 15; thence continuing westerly a distance of 135 feet to manhole number 7 at Station 14 plus 15, said manhole being located plus or minus 10 feet south east of the north west property corner of lot 49; thence continuing westerly a distance of 240 feet to manhole number 8 at Station 16 plus 55, said manhole being located at the north east property corner of lot 1; thence continuing south a distance of 125 feet to a cleanout at Station 17 plus 80, said cleanout being located plus or minus 5 feet north of the south east property corner of lot 1. The aforementioned cleanout terminates the description of Sanitary Sewer Main #1.

Description of Sanitary Sewer Main #2

Commencing at the above-referenced manhole number 4 located at the south west property corner of lot 20 Windrift Section 1: thence continuing south easterly along the east right-of-way line of Grand River Drive a distance of 150 feet to manhole number 9 at Station 1 plus 50, said manhole being located plus or minus 20 foot east of the north west property corner of lot 18; thence continuing south a distance of 260 feet to manhole number 10 at Station 4 plus 10, said manhole being located plus or minus 25 foot east of the westerly front property corner of lot 15; thence continuing west along the south right-of-way line of Glen Eagle Lane a distance 345 feet to manhole number 11 at Station 7 plus 55, said manhole being located plus or minus 5 foot west of the north east property corner of lot 10; thence continuing west a

distance of 335 feet to manhole number 12 at Station 10 plus 90, said manhole being located plus or minus 5 foot west of the north east property corner of lot 6. Said manhole 12 terminates the description of Sanitary Sewer Main #2.

Description of Sanitary Sewer Lateral #1

Commencing at the above-referenced manhole number 5 located plus or minus 50 foot west of the north east corner of lot 63 Windrift Section 1; thence northerly along the east right-of-way line of North Star Place a distance of 400 feet to manhole number 5-A at Station 4 plus 00, said manhole being located at the south west property corner of lot 36; thence continuing northerly a distance of 50 feet to a cleanout at Station 4 plus 50, said manhole being located plus or minus 5 foot west of the south east property corner of lot 37. Said cleanout terminates the description of Sanitary Sewer Lateral #1.

Description of Sanitary Sewer Lateral #2

Commencing at the aforereferenced manhole number 7 located plus or minus 10 foot south east of the north west corner of lot 49; thence continuing southerly along the east right-of-way lane of Glen Eagle Lane a distance of 140 feet to a cleanout at Station 1 plus 40, said cleanout being located plus or minus 20 foot south east of the south west property corner of lot 50 and terminating the description for Sanitary Sewer Lateral #2.

Description of Sanitary Sewer Lateral #3

Commencing at the abovereferenced manhole number 7 located plus or minus 10 foot south east of the north west property corner of lot 49; thence continuing north westerly within an easement between lots 45 and 46 to a cleanout at Station 1 plus 70, being located at the north east property corner of lot 46. Said cleanout terminates the description of Sanitary Sewer Lateral #3.

Description of Sanitary Sewer Lateral #4

Commencing at an existing manhole located on the St. Joe interceptor sanitary sewer, said manhole being located plus or minus 20 foot south east of the north west property corner of lot 38 within Windrift Section 1; thence continuing southerly a distance of 195 feet to a cleanout at Station 1 plus 95, said cleanout being located plus or minus 5 foot east of the south west property corner of lot 39. Said cleanout terminates the description of Sanitary Sewer Lateral #4.

Said sewer to be 8" in size in accordance with plans, specifications and profiles hereinafter submitted to the City, now on file in the office of the Chief Water Pollution Control Engineer of the City Utilities of the City and titled as WINDRIFT, SECTION I, which plans, specifications, profiles are by reference incorporated herein and made a part hereof, which sewer will serve not only land in which the Developer has an interest, but also adjoining land areas and hereinafter referred to as "Sewer".

WHEREAS, the total cost of construction of said Sewer is represented to be \$55,000.00 composed of \$3,700.00 for line extension construction costs; and \$51,300.00 for local construction costs.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

The Developer shall cause said Sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract to let within sixty (60) days after requisite City approval. All work and materials shall be subject to inspection by and the right of the City to halt construction if there shall be noncompliance therewithin. Said Sewer shall not be deemed permanently connected into the Sewer system of the City until final acceptance by the City. Upon Completion, said Sewer shall become the property of the City and City shall accept sewage therefrom, subject to such sewage charges as may now or hereinafter be regularly established by the City, and all further maintenance shall be borne by the City.

2. COST OF CONSTRUCTION

The cost of construction shall be divided as follows:

a. The line extension construction will be paid by the City. The City will credit the Developer in the amount of \$3,700.00 for their portion of the line extension at the time the area connection fees are paid by Developer.

b. The local construction cost and engineering services shall be provided by the Developer at no cost to the City. The amount of the line extension is based on the bid amount of A. The last 125 feet of sanitary sewer main #1, from manhole #8 at Station 16 plus 55 to the cleanout at Station 17 plus 80 (\$1,150.00) B. Sanitary sewer lateral #3, 170 feet (\$1,750.00) C. The south 100 feet of Sanitary sewer lateral #4 (\$800.00).

In consideration for the line extension payment of \$3,700.00 the Developer shall receive credit for area connection charges of \$475.00 per acre due City per RES. 61-140-11 as follows:

Total acreage 25.06 acres less the acreage in the street at 4.65 acres, less the park acreage at 3.07 acres, leaving a net of 17.34 acres. This 17.34 at \$475.00 per acre equals \$8,236.50 assessment due the City. This charge less \$3,700.00 credit leaves a net payment of \$4,536.50 from Developer to City prior to construction. Should any of the park acreage become developed, the \$475 per acre Area Connection Fee due Res. 61-140-11 will become due at the time of development.

3. AREA OF DEVELOPER

Said Sewer when accepted by the City will serve the following described real estate: that land platted as Windrift, Section I, located within the Southwest $\frac{1}{2}$ of Section 27, Perry Township, in the northwest $\frac{1}{2}$ of Section 34, Perry Township containing a gross acreage of 25.06 acres.

As the Developer will pay for the total cost of construction of said Sewer in accordance with Item #2 above, as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said Sewer by the present or future owners of said real estate, only as to such standard monthly sewage treatment charges as are customarily charged by the City for connections to City Sewer mains and treatment of sewage therefrom.

4. CHARGE AGAINST EXCESS AREA

The said Sewer, when constructed, will also serve additional or excess areas, Parcel A, B and C, as shown on attached Exhibit "A". In the event any present or future owners of said exhibited excess area desire to use said sewer or any extension thereof, whether by direct tap or through the extension or connection of lateral lines to service such land, City, through its duly constituted authorities, before permitting such use, shall require, by contract or assessment, as may be appropriate, that such owner or owners of said excess area pay to City, in addition to the cost of the area connection charges of \$475.00/Acre due St. Joe Interceptor, RES. 61-140-11 - A tap-in fee as follows:

\$1,150 for Parcel "A", \$1,750 for Parcel "B", \$800 for Parcel "C"

which represents the pro-rata share of the Sanitary Sewer Line extensions built by the Developer and paid by the City as shown in the attached Exhibit "A". The amount is based upon the actual cost of construction for the 8" Sanitary Line to serve each parcel.

5. BOND

This contract is subject to Developer furnishing a satisfactory Maintenance Bond for 25% to the value of the sewer which shall guarantee said Sewer against defects for a period of one year from the date of formal acceptance of said Sewer by the City.

6. LIMITATION ON USE

Said Sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated water.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

The Developer, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein.

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (I.C. 19-2-8-16, I.C. 19-2-8-17, I.C. 19-2-8-18, the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

9. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted Ordinance, and if such Ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

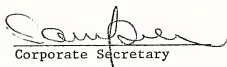
IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first written above.

DEVELOPER:

North Eastern Investments, Inc.

By: 

J. L. Zehr, President


Corporate Secretary

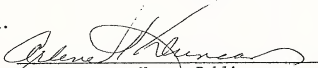
STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 1978, personally appeared North Eastern Investments, Inc. an Indiana corporation, by J. L. Zehr, its President and acknowledged the execution of the foregoing Agreement for Sewer Extension to be the voluntary act and deed of said corporation, and of said officers, for the uses and purposes therein contained.

WITNESS my hand and official seal.


Notary Public

My Commission Expires:

5/25/82

CITY OF FORT WAYNE

By: _____

(Robert Armstrong) Mayor

BOARD OF PUBLIC WORKS

By: _____

(Henry P. Wehrenberg) Chairman

By: _____

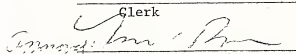
(Ethel A. LaMar) Member

By: _____

(Max G. Scott) Member

ATTEST:


Clerk


Associate City Attorney

STATE OF INDIANA)

) SS:

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Armstrong, Mayor; Henry P. Wehrenberg, Chairman of the Board of Public Works; Ethel H. LaMar and Max G. Scott, Members of the Board of Public Works, who acknowledged the execution of the foregoing agreement for sewer extension, as and for their voluntary act and deed for the uses and purposed therein contained.

WITNESS my hand and notarial seal this _____ day of _____, 1978.

Notary Public

Resident of Allen County

My Commission Expires:

EXHIBIT A"

STATE RD. No. 327

S.117¹ of W. 372¹
S.W. 1/4, S.W. 1/4, 27-32-12
GERALD T. & TARRETTA D. VOGEL
PARCEL "C"
\$ 800.00

N. 174.24' of W. 250'
Fl. NW. 1/4, 34-32-12
ROY J. & LOUISE M. DECK
PARCEL "B"
\$1750.00

S.174.24' of W.250' of N.1/2
N.W. 1/4, N.W. 1/4, 34-32-12
WALTER E. & DORA B. TONKE
PARCEL "A"
\$1150.00

— APPROVED —

The approval of these drawings does not release the contractor from responsibility for details, dimensions and (2) does not show on the plans. A special sewer agreement or permit is necessary before any work is started. This agreement shall terminate in one (1) year from the date hereon.

WATER POLLUTION CONTROL ENG'G. DEPT.
ROOM 700 - CITY-COUNTY BLDG.
ONE MAIN STREET
FORT WAYNE, INDIANA 46802

Date: 1/24/68
Chief Engr: [Signature]
Reviewed By: [Signature] P.E.

WINDRIFT SEC. I

ENGINEERS and SURVEYORS

4204
TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION, WINDRIFT, SEC. I

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS 2-78-09-45

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION, SECTION I, WINDRIFT, NORTH EASTERN
INVESTMENTS, INC., DEVELOPER, FOR THE CONSTRUCTION OF TWO SANITARY SEWER MAINS,
AND FOUR LATERAL SEWERS FOR SAID AREA.

(AGREEMENT FOR SEWER EXTENSION ATTACHED)

PRIOR APPROVAL ACQUIRED AUGUST 16, 1978

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER TO SERVE WINDRIFT, SEC. I

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH CONSTRUCTION OF SEWER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) CITY TO CREDIT DEVELOPER IN AMOUNT OF
\$3700.00 LEAVING NET PAYMENT OF \$4536.50 FROM DEVELOPER PRIOR TO CONSTRUCTION. SHOULD
ANY OF PARK ACREAGE BECOME DEVELOPED, THE \$475. PER ACRE CONNECTION FEE DUE RES. 61-140-11
WILL BECOME DUE AT TIME OF DEVELOPMENT.
ASSIGNED TO COMMITTEE